

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Haarala et al.
Serial No. : 09/690,473
Filed : October 18, 2000
For : Guidewire Compatible Port And Method For Inserting Same
Group Art Unit : 3767
Confirmation No. : 1891
Examiner : C. Witezak

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

STATEMENT UNDER 37 CFR 3.73(b)

NAMIC/VA, Inc. hereby states that it is the assignee of the entire right, title, and interest of the above-identified application. An assignment from the inventors to Boston Scientific Corporation was filed on May 19, 1998 and assigned Reel/Frame No. 9193/0154; and an assignment from Boston Scientific Corporation to NAMIC/VA, Inc. is enclosed herewith.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Respectfully submitted,

Dated: July 14, 2008

By: 

Oleg F. Kaplun, Reg. No. 45,559

Fay Kaplun & Marcin, LLP

150 Broadway, Suite 702

New York, NY 10038

Tel: (212) 619-6000

Fax: (212) 619-0276

PATENT ASSIGNMENT

This Patent Assignment is made and entered into as of February 14, 2008, by and between

- 1) Boston Scientific Corporation;
- 2) Boston Scientific Glens Falls Corp.;
- 3) Boston Scientific SciMed, Inc.; and
- 4) Boston Scientific Limited.

(collectively, the "Assignors") and NAMIC / VA, Inc. ("Assignee") (collectively referred to as the "Parties").

WHEREAS, the Assignors are the owners of certain intellectual property rights, including the patents and patent applications listed on the attached Schedule 1 attached hereto (collectively referred to herein as the "Patents"); and

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors desire to sell, transfer, assign and set over unto Assignee all rights, title, and interest of the Assignors in and to the Patents.

NOW, THEREFORE, the Assignors do hereby sell, assign, transfer and set over unto the Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to all inventions in the United States and throughout the world (with priority rights) in and to the Patents, and in and to any continuations, continuations-in-part, divisions, reissues, extensions and foreign counterparts of the Patents, together with all claims for damages by reason of past infringement of any Patents, with the right to sue for and collect the same. Assignors further agree to execute and have executed all documents, instruments and papers to perform all acts, as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents, provided that all costs and expenses associated with the recordation of assignment documents shall be born equally by Assignee and Assignor.

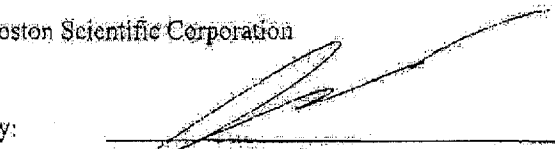
This Patent Assignment may be executed simultaneously in two or more counterparts; each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be duly executed and delivered as of the date first written above.

ASSIGNORS:

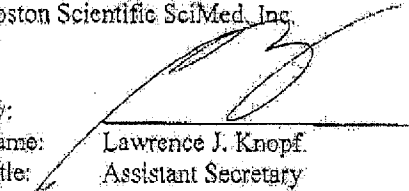
Boston Scientific Corporation

By: 
Name: Lawrence J. Knopf
Title: Deputy General Counsel, Senior Vice President
and Assistant Secretary

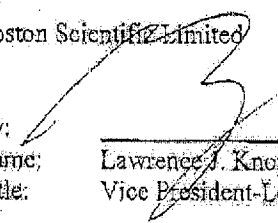
Boston Scientific Glens Falls Corp.

By: 
Name: Lawrence J. Knopf
Title: Assistant Secretary

Boston Scientific SciMed, Inc.

By: 
Name: Lawrence J. Knopf
Title: Assistant Secretary

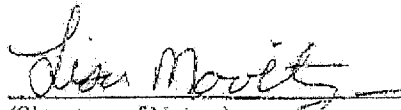
Boston Scientific Limited

By: 
Name: Lawrence J. Knopf
Title: Vice President-Legal

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Middlesex) ss.

On this 12th day of February, 2008, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, duly commissioned and sworn, personally appeared Lawrence J. Knopf, to me known to be the Assistant Secretary of Boston Scientific Glens Falls Corp., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said corporation for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.


(Signature of Notary)

LISA MOVITZ
(Legibly Print or Stamp Name of Notary)

Notary public in and for the Commonwealth of Massachusetts,
residing at 18 Coachmen Lane, Needham, MA
My appointment expires 11/2/11
Acting in the County of: Middlesex

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

On this 12th day of February, 2008, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, duly commissioned and sworn, personally appeared Lawrence J. Knopf, to me known to be the Assistant Secretary of Boston Scientific SciMed, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said corporation for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

(Signature of Notary)

LISA MOVITZ
(Legibly Print or Stamp Name of Notary)

Notary public in and for the Commonwealth of Massachusetts,
residing at 18 Coachman Lane, Natick, MA
My appointment expires 11/1/12
Acting in the County of: Middlesex

COMMONWEALTH OF MASSACHUSETTS

) ss.

On this 17th day of February, 2008, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, duly commissioned and sworn, personally appeared Lawrence J. Knopf, to me known to be the Vice President, Legal of Boston Scientific Limited, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said corporation for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the Commonwealth of Massachusetts,

residing at 18 Coachman Lane, North, MA

My appointment expires 11/2/17

Acting in the County of: Middlesex

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Middlesex)

) ss.

On this 17th day of February, 2008, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, duly commissioned and sworn, personally appeared Lawrence J. Knopf, to me known to be the Deputy General Counsel, Senior Vice President and Assistant Secretary of Boston Scientific Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said corporation for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Lisa Movitz
(Signature of Notary)

LISA MOVITZ
(Legibly Print or Stamp Name of Notary)

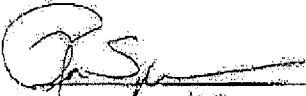
Notary public in and for the Commonwealth of Massachusetts,
residing at 18 Coachman Lane, Needham Heights, MA

My appointment expires 11/2/12

Acting in the County of: Middlesex

ASSIGNEE:

NAMIC / VA, Inc.

By: 
Name: Keith Sparks
Title: Chief Executive Officer

EXECUTION COPY

State of New York)

) ss.:

County of Richmond

On the 13th day of February in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared [NAME] Ron Sparks, who being by me duly sworn did depose and say that he/she is [TITLE] Chief Executive Officer of NAMIC / VA, Inc., the corporation described in and which executed the foregoing Patent Assignment; that he/she signed his/her name thereto; and that he/she was authorized by the Board of Directors of said corporation to sign said document on its behalf.

Signed: [Signature]

(Notary Public)

MICHAEL NEWELL
Notary Public, State of New York
No. 01NE6172204
Qualified in Richmond County
Commission Expires August 5, 2011

Section 3.08(a)(i) to Seller Disclosure Schedule

06-00193US1	11/442,908	5/30/2006					Septum Compression Rings	Boston Scientific SciMed, Inc.	Filed	US
06-00193WO1	PCT/US07/62435	2/20/2007					Septum Compression Rings	Boston Scientific Limited	Filed	WO
06-00398US2	11/834,101	8/6/2007					Multi-Slit High Flow Valve	Boston Scientific SciMed, Inc.	Filed	US
06-00398US1	60/853,917	10/24/2006					Multi-Slit High Flow Valve	Boston Scientific SciMed, Inc.	Filed	US
06-00398WO1	PCT/US07/075583	8/9/2007					Multi-Slit High Flow Valve	Boston Scientific Limited	Filed	WO
06-00400US	60/972,178	9/13/2007					Apparatus and Methods for Injecting Fluid through Subcutaneous Port	Boston Scientific SciMed, Inc.	Filed	US
06-00405US	60/971,385	9/11/2007					High Pressure Sealing Septum	Boston Scientific SciMed, Inc.	Filed	US
06-01381US	60/973,950	9/20/2007					Co-Access Port Introducer	Boston Scientific SciMed, Inc.	Filed	US
06-01391	61/014,959	12/19/07					Flapper Valve with Membrane Bypass for Power PICC	Boston Scientific SciMed, Inc.	Filed	US
06-01495	60/981,371	10/19/2007					Recirculation Minimizing Catheter	Boston Scientific SciMed, Inc.	Docketed	US
06-01581US	60/973,569	9/19/2007					Implantable Access Port with Luminous Guide and Identification System	Boston Scientific SciMed, Inc.	Filed	US
07-00057US01	patentability search						Audible Confirmation Of A "Power Port"	Boston Scientific SciMed, Inc.	Docketed	US
07-00058US01	patentability search						RFID for Confirmation of a "Power Port"	Boston Scientific SciMed, Inc.	Inactive	US
07-00313US01	Inactive						Stopcock with Internal PASV Valve	Boston Scientific SciMed, Inc.	Docketed	US
07-00520US01	Drafting						Click It/Stick It	Boston Scientific SciMed, Inc.	Docketed	US
07-00521US01	Drafting						Invisible Power Port ID Tattoo	Boston Scientific SciMed, Inc.	Docketed	US
07-00522US01	Drafting						Power Injection Valve and Assembly	Boston Scientific SciMed, Inc.	Docketed	US
07-00523US01	Drafting						Polycarbonate Polyurethane Venous Access Devices Having Enhanced Strength	Boston Scientific SciMed, Inc.	Docketed	US
91-P0035DE1	91400326.4	2/11/1991					Improvements to Implantable Vascular Access Devices; Filter Device Intended to Prevent Embolisms	Boston Scientific Corporation	Granted	DE